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13
14 IN THE UNITED STATES DISTRICT COURT
15 FOR THE EASTERN DISTRICT OF WASHINGTON
16

17 PREPARED FOOD PHOTOS, INC.
18 f/k/a ADLIFE MARKETING &
19 COMMUNICATIONS CO., INC.,

20 Plaintiff,

21 v.

22 POOL WORLD, INC.,

23 Defendant.

24 Civil Action No. 2:23-cv-00160-TOR

25 DECLARATION OF DOUGLAS
FLEURANT

26 Douglas Fleurant does hereby declare pursuant to 28 U.S.C. § 1746:

27 1. I am over the age of 18 and otherwise competent to testify. I make the
28 following statements based on personal knowledge.

1 2. I am the President of plaintiff Prepared Food Photos, Inc. f/k/a Adlife
2 Marketing & Communications Co., Inc. (“Plaintiff”).
3
4

5 3. I submit this declaration in support of Plaintiff’s Memorandum in
Opposition to Defendant’s Motion to Enforce (the “Motion”).
6
7

8 4. Pursuant to the Court’s December 16, 2024 Order, which directed
9 Plaintiff to produce documents reflecting payments pursuant to the previously
produced subscription agreements, Plaintiff provided such documentation.
10
11

12 5. Plaintiff produced Bank of America bank statements, dating as far
13 back as it could obtain the statements within the relevant time period.
14
15

16 6. Starting in approximately January 2017, Plaintiff began using Stripe
17 as a creditor card processor. At the time, Plaintiff was already using Payeezy as
18 its credit card processor, though since Plaintiff did not begin its subscription model
until early 2017, no subscription-related payments had been processed by Payeezy
at that time.
19
20

21 7. To the extent they do not pay Plaintiff directly, Plaintiff’s subscribers
22 generally paid their monthly subscription fees through either Stripe or Payeezy
23 until approximately April 2023 when Plaintiff began exclusively using Stripe as its
credit card processor.
24
25

26 8. If a subscriber’s payment is not identified by a line item directly from
the Bank of America statement, that would mean the subscriber’s payment would
27
28

1 be encompassed in either a Stripe payment line item or in records that were
2 maintained by Payeezy (unless such subscription was negotiated as part of an
3 infringement settlement agreement whereby the settlement/subscription
4 payment(s) were received by a law firm on Plaintiff's behalf).

5 9
6 9 As noted above, Plaintiff ceased using Payeezy in approximately
7 April 2023. I have since learned that Payeezy formally shut down by March 2024
8 with Clover acquiring its assets and/or accounts.

10 14 In connection with Defendant's discovery requests, I attempted to
11 gain access to the Payeezy credit card processing records for Plaintiff. I was unable
12 to log into Payeezy (likely given its shut down) and therefore unable to retrieve
13 any records therefrom. Following this, I called Clover, described the records I was
14 seeking, and was told by Clover that it was unable to provide access to Payeezy's
15 records to Plaintiff. I have searched Plaintiff's own paper and electronic records
16 and have confirmed, to the best of my knowledge, that Plaintiff has not maintained
17 any of Payeezy's records/reports other than what was available logging into
18 Payeezy's portal (which Plaintiff no longer has access to).

21 23 25 11. The Motion takes issue with Plaintiff's production of Plaintiff's
redaction of its Bank of America statements.

12. In producing the Bank of America statements, Plaintiff went through
each statement and, to the best of my knowledge, identified any receipts therein

1 that had any relation to subscriber-related income. Plaintiff then redacted any
2 transactions unrelated thereto.
3

4 13. For example, Plaintiff and Bad-Adz, Inc. are commonly controlled
5 companies that operate in the ad industry. Many of the redacted transactions relate
6 to intracompany transfers between the companies and/or receipts of monies for
7 Bad-Adz.

8 14. Other redactions include payments for business-related expenses
9 (both for Plaintiff and for Bad-Adz), payments made relating to Bad-Adz operating
10 expenses, payments for payroll and related taxes, Employee and Employer Match
11 401K Contributions, and other expenses having no relation to subscriber income.
12

13 15. Finally, Plaintiff also redacted receipts of monies from copyright
14 infringement settlements, where such settlements did not provide a subscription to
15 Plaintiff's library or have any relation to subscriber-related income.
16

17 16. Thus, to the best of my knowledge, the redacted statements that were
18 provided identify all receipts (whether from credit card processors or otherwise) of
19 Plaintiff's subscriber-related income dating back as far as Plaintiff had access to
20 such bank statements.
21

1 I declare under penalty of perjury under the laws of the United States of
2 America that the foregoing is true and correct.
3
4

5 DATED: 3/11/2025

6
7 /s/ 
Douglas Fleurant

ID DTcZHqmQvWQLDhsAt3tcwbXw

eSignature Details

Signer ID: DTcZHQtQvWQLDhsAt3tcwbXw
Signed by: Prepared Foods
Sent to email: doug@preparedfoodphotos.com
IP Address: 108.49.36.189
Signed at: Mar 11 2025, 5:18 pm EDT